

0100722001

RECORDATION NO. 16945-F
AUG 1 1995 10 10 AM



Central Bank

Brenda J. Ellzey
Loan Administration Officer

July 21, 1995

Secretary, Interstate Commerce Commission
Documents for Recordation
Washington, D.C. 20423

Dear Sirs:

Please find enclosed a cashiers check in the amount of \$21.00 for the continuation of the recordation numbers 16945, 16945A, 16945B, 16945C, 16945D, and 16945E.

Also enclosed in a letter from the Secretary of the Interstate Commerce Commission dated 8/7/90 at the time of the recordation and our UCC-3 for the continuation.

Should you have any questions, please call me at 713-868-5577. Thank you for your assistance.

Sincerely,

Brenda Ellzey

Brenda Ellzey
Loan Administration Officer

Enclosures

RECEIVED
OFFICE OF THE
SECRETARY
Aug 4 10 02 AM '95
LICENSING BRANCH

Central Bank of Houston

55 Waugh Drive at Memorial

PO Box 1540

Houston, Texas 77251

Tel (713) 868-5577

Fax (713) 862-7839



Interstate Commerce Commission
Washington, D.C. 20423-0001

8/4/95

Office Of The Secretary

Brenda Ellzey
Central Bank of Houston
56 Waugh Drive at Memorial
P. O. Box 1540
Houston, Texas 77251

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/4/95 at 10:10AM , and assigned recordation number(s). 16945-F.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100722001)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

RECORDATION NO.

4 1995

10 10 AM

☐ CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE. (INSTRUCTION B.11)

1 DEBTOR (IF PERSONAL) LAST NAME DENVER RAILWAY CAR COMPANY		FIRST NAME		M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1600 SMITH, SUITE 1650		1D. CITY, STATE HOUSTON, TEXAS		1E. ZIP CODE 77002-7346		
2 ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME		M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE		
3 SECURED PARTY (IF PERSONAL) LAST NAME CENTRAL BANK OF HOUSTON		FIRST NAME		M.I.		
3A. MAILING ADDRESS P. O. BOX 1540		3B. CITY, STATE HOUSTON, TEXAS		3C. ZIP CODE 77251		
4 ADDITIONAL SECURED PARTY (IF ANY)						
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE		
5 ORIGINAL FINANCING STATEMENT NUMBERS 16945 - 16945-E		5A. ORIGINAL DATE FILED AUG. 1, 1990		6 CHECK IF APPLICABLE <input type="checkbox"/> THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS NO. OF ADDITIONAL SHEETS PRESENTED		
7 A. <input type="checkbox"/> AMENDMENT — THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW (INSTRUCTION B 7(A))						
B <input type="checkbox"/> TOTAL ASSIGNMENT — ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW (INSTRUCTION B 7(B))						
C <input type="checkbox"/> PARTIAL ASSIGNMENT — SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW (INSTRUCTION B 7(C))						
D <input checked="" type="checkbox"/> CONTINUATION — THE ORIGINAL STATEMENT IS STILL EFFECTIVE (INSTRUCTION B 7(D))						
E <input type="checkbox"/> TOTAL RELEASE — THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL (INSTRUCTION B 7(E))						
F <input type="checkbox"/> PARTIAL RELEASE — THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW (INSTRUCTION B 7(F))						
G <input type="checkbox"/> TERMINATION — THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED (INSTRUCTION B 7(G))						

8

RECORDATION NO. 16945-F
AUG 4 1995 - 10 10 AM
REGISTERED COMMERCE COMMISSION

9 SIGNATURE(S) OF DEBTOR(S)	THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES) CENTRAL BANK OF HOUSTON CAREY G. RECTOR, SENIOR VICE PRESIDENT	
10 Return copy to NAME ADDRESS CITY STATE ZIP CENTRAL BANK OF HOUSTON P. O. BOX 1540 HOUSTON, TEXAS 77251	

1034212

AUG 1 1990 - 9 35 AM INTERSTATE COMMERCE COMMISSION 16945 14

INTERSTATE COMMERCE COMMISSION

FEE RECEIPT

16945

AUG 1 1990 - 9 35 AM

RECEIPT NO 16945

DATE:

TO: *Central Bank*

AUG 1 1990 - 9 35 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

\$ 20.00

16945

RECEIPT NO 16945

AUG 1 1990 - 9 35 AM

INTERSTATE COMMERCE COMMISSION

RECEIPT NO 16945

AUG 1 1990 - 9 35 AM

INTERSTATE COMMERCE COMMISSION

Signature

Richard P. Lee

INTERSTATE COMMERCE COMMISSION

AUG 1 1990 - 9 35 AM

The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

16945

Interstate Commerce Commission

Washington, D.C. 20423

8/7/90

OFFICE OF THE SECRETARY

Carey G. Rector
Senior Vice President
Central Bank Of Houston
55 Waugh Drive At Memorial
P.O.Box 1540
Houston, Texas 77251

202-
927-5690
→ Railroad Recordation
Area.
5989-Records
6006-Rail

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/1/90 at 9:35am, and assigned recordation number(s). 16945, 16945-A, 16945-B, 16945-C, 16945-D & 16945-E

RECORDATION NO. 16945-F
FILED 1424
AUG 1 1995 10 AM

Sincerely yours,

Sidney L. Strickland, Jr.
Sidney L. Strickland, Jr.
Secretary

16945

AUG 1 1990 - 9 35 AM

INTERSTATE ADDRESS
SECURED PARTY'S NAME AND ADDRESS
("You" means Secured Party its successors and assigns)

Denver Railway Car Company
1600 Smith, Suite 1650
Houston, Texas 77002-7346

CENTRAL BANK OF HOUSTON
P O BOX 1540
Houston, Texas 77251

DEBTOR'S NAME, ADDRESS AND SOC. SEC. OR TAXPAYER I.D. NO.
("I" means each Debtor who signs)

I am entering into this security agreement with you on March 30, 1990
Security Interest and Collateral. To secure (check one):

☒ the payment and performance of each and every debt, liability and obligation of every type and description, except in those cases listed in the "SECURED OBLIGATIONS" paragraph on the reverse side, which Denver Railway Car Company may now or at any time hereafter owe to you (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several);

☐ the debt, liability or obligation of _____ to you evidenced by the following _____, and any extensions, renewals, refinancing, modifications or replacements thereof;

I give you a security interest in the property indicated below, whether I own it now or may own it in the future, together with all parts, accessories, repairs, improvements and accessions to the property, wherever it is located, and all proceeds and products from the property.

- ☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- ☐ **Farm Products:** All farm products including, but not limited to:
 - (a) all poultry and livestock and their young, along with their products and produce;
 - (b) all crops, annual or perennial, and all products of the crops; and
 - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now or may have in the future to the payment of money including, but not limited to:
 - (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 - (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☒
First Lien on Coach Car DRC-5627 - 56 seat coach, Ex-Florida East Coast 6261, one restroom, carpet, re-upholstered seats, FRA Type II, laminated glazing, four emergency windows, interior, repainted, 480V HEP (1/2 Amtrak standard), air conditioned, overhead heat.

First Lien on First Class Parlour Car DRC-3365 - Configuration: Similar to #3363 "Silver Queen" with the following exceptions: HEP - 1/2 Amtrak standard, 60KW Generator, original restroom fixtures, newly designed A/C system, no center ceiling panel, four emergency windows, original diaphragms, different wall sconces, three compartment sink, the following items have been deleted: dishwasher, microwave, trash compactor, one refrigerator, smoke eater, baseboard heat, water tank & line heaters, toilet holding tank.

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

County Harris
Crop Year _____

I am a(n) ☐ individual ☐ partnership ☒ corporation
☐ _____

☐ If checked, file this agreement in the real estate records.
Record Owner (if not me): _____

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

DENVER RAILWAY CAR COMPANY

Debtor's Name

By: John R. Parten

Title: President

CENTRAL BANK OF HOUSTON

Secured Party's Name

By: Carey G. Rector

Title: Senior Vice President

By: _____

Title: _____


AFFADAVIT FOR INTERSTATE COMMERCE COMMISSION

The attached documents are certified true identical copies in all respects to the original document.

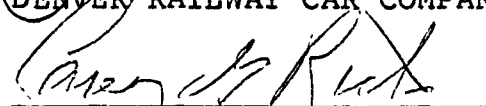
Listed below are the documents enclosed:

1. Note # 31740
2. Security Agreement - First Lien on 2 railroad cars
3. Security Agreement - Assignment of Passenger Car Lease
4. Subordination Agreement
5. Corporate Resolution
6. UCC

Attest:


John R. Parten
President
DENVER RAILWAY CAR COMPANY

Attest:

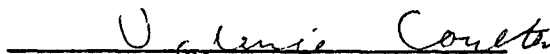

Carey G. Rector
Senior Vice President
Central Bank of Houston

STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared John R. Parten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd day of July, 1990.


Notary Public in and for
Harris County, Texas

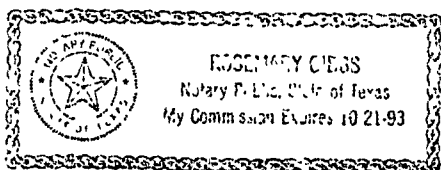
STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Carey G. Rector known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th day of July, 1990.


Notary Public in and for
Harris County, Texas



VALERIE COULTER
Notary Public in and for the State of Texas
My Commission Expires 10-1-91

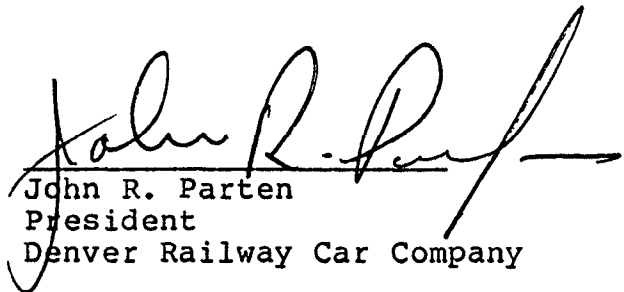
AFFADAVIT FOR CORPORATE FORM OF ACKNOWLEDGEMENT
FOR INTERSTATE COMMERCE COMMISSION

STATE OF TEXAS }

COUNT OF HARRIS }

On this 23rd day of July, 1990, before me personally appeared, John R. Parten, to me personally known, who being by me duly sworn, says that he is the President of Denver Railway Car Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CORP.
SEAL

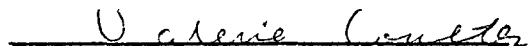

John R. Parten
President
Denver Railway Car Company

STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared John R. Parten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd day of July, 1990.


Notary Public in and for
Harris County, Texas

VALERIE COULTER
Notary Public in and for the State of Texas
My Commission Expires 11-10-91

AUG 1 1990 -9 35 AM

INTERSTATE COMMERCE COMMISSION

11-12-1 1990

Denver Railway Car Company 1600 Smith, Suite 1650 Houston, Texas 77002-7346 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally	- Central Bank of Houston P. O. Box 1540 Houston, Tx 77251 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns	Loan Number 31740 Date June 13, 1990 Maturity Date August 1, 1990 Loan Amount \$ 300,000.00 Renewal Of 31740
---	---	--

I promise to pay to you, or your order, at your address listed above the
PRINCIPAL sum of THREE HUNDRED THOUSAND AND NO/100 Dollars \$ 300,000.00

☐ Single Advance. I have received all of this principal sum. No additional advances are contemplated under this note.

☒ Multiple Advance. The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ 200,000.00 and future principal advances are contemplated.

Conditions. The conditions for future advances are based on mutually acceptable terms

☒ Open-End Credit. You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than August 1, 1990.

☐ Closed-End Credit. You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

PURPOSE. The purpose of this loan is _____

INTEREST. I agree to pay interest on the principal balance(s) owing from time to time as stated in this section. Interest will be calculated on a _____ basis.

☐ Fixed Rate. I agree to pay interest at the fixed, simple rate of _____ % per year.

☒ Variable Rate. I agree to pay interest at the initial simple rate of 12.674 % per year. This rate may change as stated below.

☒ Index Rate. The future rate will be 1 point more the following index rate Central Bank of Houston's
Base Rate

☐ Ceiling Rate. The ceiling for this note is the _____ ceiling rate announced by the Credit Commissioner from time to time.

☐ No Index. The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing. The rate on this note may increase as often as _____
An increase in the interest rate will take effect _____

☐ Limitations. The rate on this note will not at any time (and no matter what happens to any index rate used) go above or below these limits:

☐ Maximum Rate. The rate will not go above _____

☐ Minimum Rate. The rate will not go below _____

Post-Maturity Rate. I agree to pay interest on the unpaid balance owing after maturity and until paid in full as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to maximum legal rate permitted by law

☐ ADDITIONAL CHARGES. In addition to interest, I ☐ have paid ☐ agree to pay the following additional charges: _____

PAYMENTS. I agree to pay this note as follows:

☒ Interest. I agree to pay accrued interest at maturity, August 1, 1990

☒ Principal. I agree to pay the principal at maturity, August 1, 1990

☐ Installments. I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due on _____ A payment of \$ _____ will be due on the _____ day of each _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

☒ Effect of Variable Rate. An increase in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will be increased ☒ The amount of the final payment will be increased

☐ _____

ADDITIONAL TERMS

SECURITY. I give you a security interest in the following:

(1) any property of mine, whether I own it now or in the future, which is in your possession (This includes, but is not limited to, property I give you for safekeeping, collection, or exchange, and all dividends and distributions from the property);

(2) the property described below, together with all parts, accessories, repairs, improvements and accessions to the property, and all proceeds and products from the property:

☐ Inventory. All inventory wherever it is located which I own now or may own in the future, which I will sell or lease, or which has been or will be supplied to me under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ Equipment. All equipment which I own now or may own in the future including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ Farm Products. All farm products which I own now or may own in the future including, but not limited to:

(a) all poultry and livestock and their young, along with their products and produce;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment. All rights I have now or may have in the future to the payment of money including, but not limited to:

(a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ General Intangibles. All general intangibles I own now or may own in the future including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☒ Additional Property. Described as follows:

First Lien on Coach Car DRC-5627 and First Class Parlour Car DRC-3365

Assignment of Passenger Car Lease Agreements

Various stock in the name of John R. Parten as evidenced by 3/30/90 and 6/13/90

Security Agreements

Description of real estate if the above property is crops, timber, minerals (including oil or gas) or fixtures _____

I will use the property listed as security above for ☐ farming operations ☒ business purposes ☐ _____

☐ If checked, this note is secured by a separate _____

dated _____ (Failure to list a prior security agreement here does not mean that the agreement does not secure this note.)

Name of record owner, if not me _____

☐ If checked, this security agreement should be filed in the real estate records.

SIGNATURES. I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

X John R. Parten, President

X _____

Any person who signs within this box does so to give you a security interest in the property described above. This person does not promise to pay the note.

Signed _____

Date _____

Denver Railway Car Company
1600 Smith, Suite 1605
Houston, Texas 77002-7346

Central Ban. of Houston
P. O. Box 1540
Houston, Texas 77056

16945
1 1990-9 35 AM

DEBTOR'S NAME, ADDRESS AND SOC. SEC. OR TAXPAYER I.D. NO.
("I" means each Debtor who signs)

SECURED PARTY INTEREST AND ADDRESS
("You" means Secured Party its successors and assigns)

I am entering into this security agreement with you on March 30, 1990

Security Interest and Collateral. To secure (check one):

☒ the payment and performance of each and every debt, liability and obligation of every type and description, except in those cases listed in the "SECURED OBLIGATIONS" paragraph on the reverse side, which Denver Railway Car Company

may now or at any time hereafter owe to you (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several);

☐ the debt, liability or obligation of _____ to you evidenced by the following: _____, and any extensions, renewals, refinancing, modifications or replacements thereof;

I give you a security interest in the property indicated below, whether I own it now or may own it in the future, together with all parts, accessories, repairs, improvements and accessions to the property, wherever it is located, and all proceeds and products from the property.

- ☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- ☐ **Farm Products:** All farm products including, but not limited to:
 - (a) all poultry and livestock and their young, along with their products and produce;
 - (b) all crops, annual or perennial, and all products of the crops; and
 - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now or may have in the future to the payment of money including, but not limited to:
 - (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 - (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☒

Assignment of Passenger Car Lease Agreements (DRCX5627 and DRCX3365) between Denver Railway Car Company and Excursion Trains. See attaches Exhibits A & B.

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

County Harris

Crop Year _____

I am a(n) ☐ individual ☐ partnership ☒ corporation
☐ _____

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons.

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

Denver Railway Car Company

Debtor's Name

By: John R. Parten

John R. Parten

Title: President

President

By: _____

Central Bank of Houston
Secured Party's Name

By: Carey G. Rector

Carey G. Rector

Title: Senior Vice President

Senior Vice President

Title: _____

16945/C

RECORDED NO. _____ FILED 145

AUG 1 1990 -9 35 AM

INTERSTATE COMMERCE COMMISSION

CERTIFIED COPY

SUBORDINATION AGREEMENT

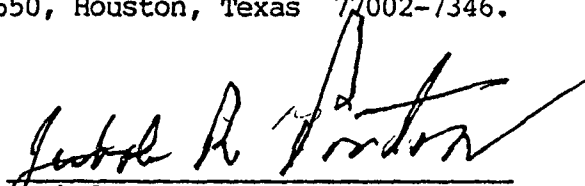
For Ten and No/100 Dollars (\$10,00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JUBAL R. PARTEN a/k/a J. R. PARTEN, 1600 Smith Street, Suite 1605, Houston, Texas 77002-7346, hereby subordinates his lien and security interest, along with all rights incident to both, on the following railroad cars:

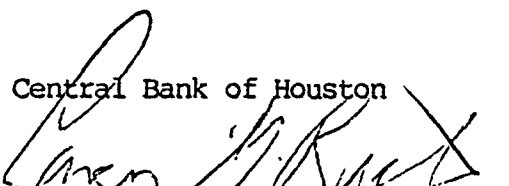
Coach Car DRC-5627 - 56 seat coach, Ex-Florida East Coast 6261, one restroom, carpet, re-upholstered seats, FRA Type II, laminated glazing, four emergency windows, interior, repainted, 480V HEP (1/2 Amtrak standard), air conditioned, overhead heat.

First Class Parlour Car DRC-3365 - Configuration: Similar to #3363 "Silver Queen" with the following exceptions: HEP - 1/2 Amtrak standard, 60KW Generator, original restroom fixtures, newly designed A/C system, no center ceiling panel, four emergency windows, original diaphragms, different wall sconces, three compartment sink, the following items have been deleted: dishwasher, microwave, trash compactor, one refrigerator, smoke eater, baseboard heat, water tank & line heaters, toilet holding tank.

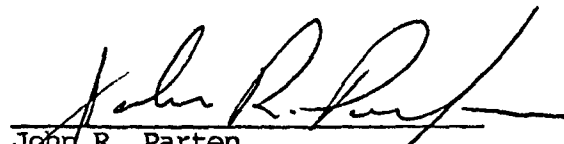
to the security interest and lien on such railroad cars held by Central Bank of Houston, 55 Waugh Drive, Houston, Texas 77007, as set forth, incident to, and represented by that certain Promissory Note dated March 30, 1990, executed by Denver Railway Car Company, 1600 Smith Street, Suite 1650, Houston, Texas 77002-7346.

Dated this the 30th day of March, 1990.


Jubal R. Parten
a/k/a J. R. Parten


Central Bank of Houston
Carey G. Rector

AGREED TO by Denver Railway Car Company, obligor and/or debtor to Central Bank of Houston.


John R. Parten
President

CORPORATE RESOLUTION

AUG 1 1990 -9 35 AM

I, the undersigned, Virginia O. Cortinas
Denver Railway Car Company, a corporation of Colorado
(Name of Corporation in Full) (Name of State Where Organized)

do hereby certify that I am the keeper of the records and of the minutes of the proceedings of the Board of Directors of said corporation, and that the following is a complete, true and correct copy of certain resolutions of the Board of Directors of said corporation duly adopted at a meeting of said Board of Directors, duly and legally called and held on April 3 1990, at which meeting a quorum was

(Date of Meeting)

present and acting throughout, and that said resolutions have not been rescinded, altered or modified:

"Be It Resolved that an account be (established) (continued) in the name of this corporation with the CENTRAL BANK OF HOUSTON under the bank's custom and under the rules and regulations as prescribed by said bank from time to time, wherein may be deposited any of the funds of this corporation whether represented by cash, checks, notes, drafts, bills of exchange, orders for the payment of money, either belonging to, or coming into the possession of, this corporation, as well as any other evidences of debt; and that

John R. Parten

Virginia O. Cortinas

Laurie Saltzman

shall be, and each of them hereby is, authorized to endorse for deposit or negotiation any and all cash, checks, notes, drafts, bills of exchange, orders for the payment of money, either belonging to, or coming into the possession of, this corporation, as well as any other evidence of debt. Endorsements for deposit may be by the written or stamped endorsement of the corporation without designation of the person making the endorsement. This corporation hereby guarantees all prior endorsements on all checks, drafts or other similar instruments that may be deposited by it with said bank.

"Be It Further Resolved that any one of the following:

John R. Parten (singly)

Virginia O. Cortinas (singly)

Laurie Saltzman (singly)

(Please indicate in what manner the above-named officers or persons are to sign—singly, any two, or jointly, etc.)

of this corporation ~~(are)~~ (is) authorized to sign any and all checks, drafts, and orders, including orders of directions in informal or letter form, against any funds at any time standing to the credit of this corporation with said bank and/or against any account of this corporation with said bank; and that said bank is hereby authorized to honor any and all checks, drafts and orders so signed, including those drawn to the individual order of any such officers and/or the other persons signing the same without further inquiry or regard to the authority of said officer and/or other person or the use of said checks, drafts and orders or the proceeds thereof.

"Be It Further Resolved that any one of the following:

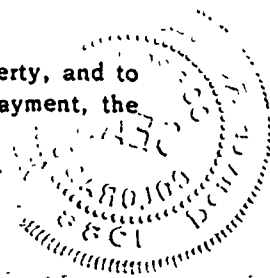
John R. Parten (singly)

(Please indicate in what manner the above named officers or persons are to sign—singly, any two, or jointly, etc.)

of this corporation ~~(are)~~ (is) authorized to borrow from time to time on behalf of this corporation from said bank such sums of money, for such time, and upon such terms as may to them, or any of them, seem advisable, and to execute in the name of this corporation notes, drafts or agreements for the repayment of any sums so borrowed, and they and each of them are hereby authorized to discount with the said bank any of the notes, bills receivable or acceptances held by this corporation upon such terms as they may deem advisable, and to pledge, hypothecate or mortgage as security to said bank any of the notes, bonds, stocks, bills receivable, warehouse receipts and/or other documents, accounts, securities and/or property (real, personal or mixed) of this corporation, and to execute and deliver any and all endorsements or instruments of assignment or transfer which may be necessary or proper in such cases effectually to transfer to the said bank the property so hypothecated, mortgaged or delivered.

"Said named person ~~(is)~~ (is) further authorized:

1. To issue instructions for the conduct of any such account or accounts.
2. To purchase, sell, withdraw, receive and receipt for securities or other property, and to sign orders and other instructions in connection with the purchase, the sale, the payment, the registration and the delivery thereof, and to perform all other acts incident thereto.



3 To deliver to, and deposit with said bank for safe keeping, custody of other purposes any securities or other properties owned or otherwise held by this corporation, and to sign orders and issue instructions in connection with the withdrawal or other disposition of such securities or other property

4 To identify and guarantee assignments, transfers and endorsements for transfer on bonds, stock certificates, interim participation, and other certificates, and to identify and guarantee signatures on bonds and stock powers-to-attorney.

5 To designate from time to time the person or persons to receive from said bank any and all cancelled checks and/or statements of the accounts of this corporation with said bank

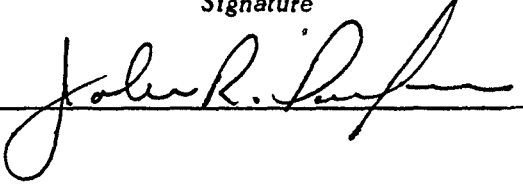
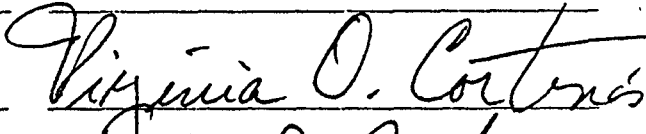
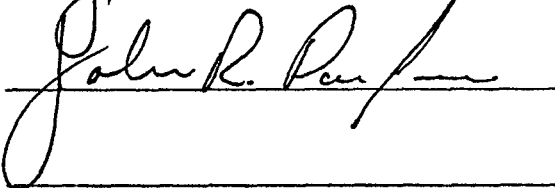
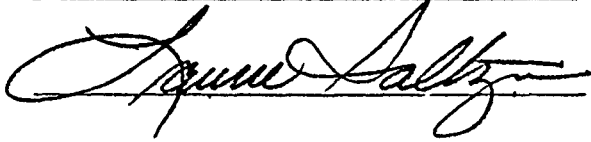
6. To authorize the rental of, and access to, safe deposit box or boxes in the Safe Deposit Department of said bank on behalf of this corporation, and to place into said box or boxes, and to withdraw from said box or boxes, all property of this corporation

7 To authorize the rental of, and access to, the night depositary of said bank, and to make deposits to said night depositary, and to exercise all the privileges of said night depositary according to the bank's custom and under the rules and regulations as prescribed by said bank from time to time, wherein may be deposited any of the funds of this corporation (as said funds are hereinabove defined).

8. To act for this corporation in the transaction of all other business for its account, and to sign orders and issue instructions to said bank in connection therewith.

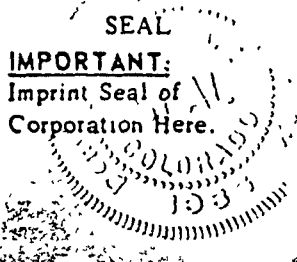
"Be It Further Resolved that each of the foregoing resolutions shall continue in force unless and until written notice of such revocation or change, certified by the President and Secretary of this corporation, shall have been delivered to said bank by delivering same to its President, or one of its Vice Presidents or its Cashier at its banking office: but if the authority contained in these resolutions should be revoked or terminated by operation of law without such notice, it is agreed, for the purpose of inducing said bank to act thereunder, that said bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice."

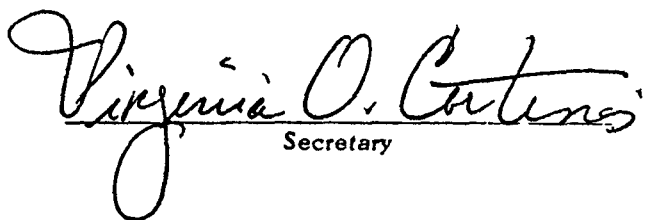
I further certify that the following named persons are the officers of said corporation, duly qualified and acting as such; and that the signature of each opposite his name is the genuine signature of each of said officers.

	Printed Name	Signature
President:	<u>John R. Parten</u>	<u></u>
Vice-President:	<u></u>	<u></u>
Vice-President:	<u></u>	<u></u>
Secretary:	<u>Virginia O. Cortinas</u>	<u></u>
Treasurer:	<u>John R. Parten</u>	<u></u>
Assistant Secretary:	<u></u>	<u></u>
Assistant Treasurer:	<u></u>	<u></u>
Controller	<u>Laurie Saltzman</u>	<u></u>
	<u></u>	<u></u>
	<u></u>	<u></u>

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said corporation, this 4th

day of April, A. D. 19 90.




Secretary

16945/E

RECORDED IN FILED IN

AUG 1 1990 -9 35 AM

INTERSTATE COMMERCE COMMISSION

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Denver Railway Car Company
1600 Smith, Suite 1650
Houston, Texas 77002-7346

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

Central Bank of Houston
P. O. Box 1540
Houston, Tx 77251

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

First Lien on Coach Car DRC-5627 - 56 seat coach, Ex-Florida East Coast 6261, one restroom, carpet, re-upholstered seats, FRA Type II, laminated glazing, four emergency windows, interior, repainted, 480V HEP (1/2 Amtrak standard), air conditioned, overhead heat.

First Lien on First Class Parlour Car DRC-3365 - Configuration: Similar to #3363 "Silver Queen" with the following exceptions: HEP - 1/2 Amtrak standard, 60KW Generator, original restroom fixtures, newly designed A/C system, no center ceiling panel, four emergency windows, original diaphragms, different wall sconces, three compartment sink, the following items have been deleted: dishwasher, microwave, trash compactor, one refrigerator, smoke eater, baseboard heat, water tank & line heaters, toilet holding tank.

Assignment of Passenger Car Lease Agreements, DRCX5627 and DRCX3365 between Denver Railway Car Company and Excursion Trains. See attaches Exhibits A & B.

Check only
if applicable

☐

Products of collateral are also covered.

☐

This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check
appropriate
box

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- ☐ already subject to a financing statement filed in another county, or
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

Denver Railway Car Company

Central Bank of Houston

Use whichever signature line is applicable

By

Signature(s) of Debtor(s)

John R. Parten, President

By

Signature(s) of Secured Party(ies)

Carey G. Rector, Sr. Vice President

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code- REGISTRE INC BOX 218, ANOKA MN 55303 (612) 421-1713

(1) Filing Officer Copy-Numerical

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